

INVITATION FOR BIDS

Issue Date: July 11, 2005

IFB # 301-06-001-BJL

Title: Systems Furniture-Refurbished

Commodity Code: 42594, 93145, 93146

Issuing Agency: Commonwealth of Virginia
Department of Agriculture & Consumer Services
Purchasing Office - Suite 513
P. O. Box 1163
Richmond, Virginia 23218

Using Agency And/Or Location Where Work Will Be Performed: VDACS Headquarters, Richmond, Virginia

Period Of Contract: Contractor shall perform all work in accordance with the installation schedule provided herein and coordinate all work during the duration of this contract with Facilities Management agent Pat Kidd, 804.371.8331. Contractor shall furnish, install and remove all packing materials, debris, etc., for systems furniture in accordance with all specifications and requirements stipulated herein.

Sealed Bids Will Be Received Until: 2:00 p.m. on Tuesday, July 26, 2005 For Furnishing the Good & Services Described Herein and Then Opened in Public.

All Inquiries For Information Should Be Directed To: Barbara J. Layman, CPPB, VCO, Procurement Director, Telephone: (804) 786-3919 or e-mail, barb.layman@vdacs.virginia.gov.

A copy of this solicitation is downloadable from the VDACS website, www.vdacs.virginia.gov. Under Special Programs and quick links click on Procurement Opportunities for the Procurement Office page plus additional information on the Commonwealth's electronic/internet based procurement system, eVA.

IF BIDS ARE MAILED: SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.

IF BIDS ARE HAND DELIVERED, DELIVER TO: 1100 BANK STREET
WASHINGTON BUILDING
5TH FLOOR, SUITE 513

It is the Bidder's full responsibility to ensure the bid is received by the agency on or before the date and time required. Late or unsealed bids will not be accepted.

In Compliance With This Invitation For Bids and to All the Conditions Imposed Herein, The Undersigned Offers and Agrees to Furnish the Services At the Price(s) Indicated in Section VII, Pricing Schedule.

Name & Address Of Firm: _____ Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

E-Mail: _____ Telephone: _____

FEI/FIN/SSN NO: _____ Fax: _____

PRE-BID CONFERENCE: A Mandatory pre-bid conference has been scheduled for Tuesday, July 19, 2005 at 10:00 am at the VDACS headquarters, located in the Washington Building at 1100 Bank Street, Richmond, Virginia 23219. Bids will be accepted only from those bidders in attendance. **NO ONE WILL BE ADMITTED AFTER 10:00 AM.**

eVA Vendor Registration: See Section IV, Paragraph X on page 10 for additional information.

RETURN OF THIS PAGE IS REQUIRED

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- I. PURPOSE:** The intent and purpose of this Invitation for Bids (IFB) is to solicit sealed bids to establish a fixed unit price contract with one qualified firm to furnish and install refurbished modular systems furniture for the Virginia Department of Agriculture and Consumer Services (VDACS) an agency of the Commonwealth of Virginia.
- II. SCOPE OF WORK:** The Contractor shall provide all materials, parts, supplies, labor, supervision, transportation and clean-up as necessary, to furnish and install modular systems furniture in the state office building currently known as the Old Finance building located on Capital Square and Governor Street, directly behind the Jefferson Building (located at the corner of Governor and Bank Streets.)

A. Systems Furniture Requirements:

1. Product shall be a Herman Miller AO2 or equal quality. Bidder shall include product documentation and a minimum of two (2) recent installations to demonstrate products offered is of equal quality to that specified. VDACS reserves the right to conduct any and all tests deemed appropriate to ensure product is of sufficient quality to meet our specifications.
2. All panel heights are to be 65" +/-, unless otherwise noted. All panel widths will be identified by 2 digits in inches. When 4 digits are shown, the first 2 digits are the panel height and the last 2 digits are the panel width.
3. Vendors must identify the manufacturer and product line in the proposal.
4. Installation Schedule:
 - a. Phase 1 – 3rd Floor:
Delivery Date: Aug. 24, 2005
Installation Date: Aug. 29 – Sept. 15, 2005 (includes Punch List)
Move Date: Sept. 16 – 18, 2005
 - b. Phase 2 – 2nd Floor:
Delivery Date Sept. 7, 2005
Installation Date Sept. 12 – 22, 2005 (includes Punch List)
Move Date Sept. 23 – 25, 2005
 - c. Phase 3 – 1st Floor & Lower Level:
Delivery Date: Sept. 7, 2005
Installation Date Sept. 12 – 29, 2005 (includes Punch List)
Move Date Sept. 30 – Oct. 2, 2005

NOTE: Installation Schedule is subject to change because it is dependent on the Construction Schedule, which is not controlled by VDACS. The most current construction and installation schedules will be provided at the pre-bid conference.

5. Workstation Quantities and Types: VDACS reserves the right to change the quantity, within 30% of the quantities provided herein, until a purchase order is issued.

Workstation Type

"A" Open Areas	Quantity: 63
"B" Offices	Quantity: 2
"C"	Quantity: 0
Specials:	Quantity: 6

6. The vendor will be responsible for field verifying measurements prior to doing installation drawings. Installation drawings will be submitted to VDACS Facilities Department for approval.
7. Finishes will be as follows:
Panel Fabric : Grade 1, Color to be determined
Trim : Paint to be determined
Laminate: To be determined
Work surface: Vinyl edge, Color to be determined.
8. Refer to Drawings for workstation layouts.
9. Workstation openings and orientations will be identified by the VDACS Facilities Management office when installation drawings are in development.

III. PRE-BID CONFERENCE: A mandatory prebid conference will be held on Tuesday, July 19, 2005 at 10:00 am in the 4th Floor Conference Room at the VDACS Headquarters, 1100 Bank Street, Washington Building, Richmond, VA 23219. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all bidders having a clear understanding of the specifications and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at the prebid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:00 am.

IV. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ

illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and

material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the

(bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy

the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and

conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES & LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

V. SPECIAL TERMS AND CONDITIONS

- A. **CONFLICT OF INTEREST:** By submitting this bid, the Bidder certifies that this contractual work with VDACS would not constitute a conflict of interest in regard to each of the following:
1. Contractors shall not be a member of the immediate family of any employee of the Virginia Department of Agriculture and Consumer Services.. (Immediate family is defined as husband/wife, father/mother, son/daughter, brother/sister, grandfather/grandmother, or grandson/ granddaughter). Contractors shall not be members of the VDACS Board of Agriculture or employees/officers of VDACS.
 2. If the Contractor's personal circumstances relating to possible conflicts of interest change after the contract is awarded, the Contractor shall immediately notify the Contract Officer. Depending on the degree of conflict, the Contractor understands that his/her contract may be withdrawn/canceled and reissued to another Contractor. VDACS will only be responsible for approving payment to the Contractor for work completed through the date such notice was made.
- B. **LIABILITIES OF CONTRACTOR AND VDACS:** VDACS will not assume any responsibility whatsoever for loss or damage of equipment owned or operated by the Contractor, his employees or subcontractors or for the injury to or death of the Contractor, his agents, or employees or subcontractors. The Contractor shall be responsible for any negligent or wrongful acts or omissions of his employees, agents or subcontractors of this contract.
- C. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- D. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDACS. In addition, no more than 50% of the work to be completed will be allowed to be subcontracted. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall first furnish to VDACS and the Foundation, Inc. the names, qualifications and experiences of their proposed subcontractors. This information must be furnished to VDACS no later than thirty (30) days prior to trapping initiation. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.
- E. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 45 days. At the end of the 45 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- F. **AWARD:** VDACS will make a single award on a total sum basis to the lowest responsive and responsible Bidder. VDACS reserves the right to conduct any tests or inspections they may deem advisable and to make all evaluations. VDACS reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

- G. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- H. AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- I.IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed, and identified as follows:

From: _____ July 26, 2005 at 2:00PM
 _____ (Name of Bidder) (Due Date) (Time)
 _____ 301-06-001
 _____ Street or Box Number (IFB Number)
 _____ Systems Furniture-Refurbished
 _____ City, State, Zip Code (IFB Title)

Name of Contract Officer B. J. Layman, CPPB, VCO - Director of Procurement

The envelope should be addressed as directed on Page 1. If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Bids may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

Any bid received unsealed or not properly identified and inadvertently opened in the mailroom, will immediately be returned. It will be the Bidder's responsibility to resubmit the bid in the remaining time.

- J. NEGOTIATIONS WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by §2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the lowest bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsive bidder.

- V. **METHOD OF PAYMENT:** The Contractors will be paid on the basis of invoices submitted. Invoices may be submitted at the conclusion of each buildout phase or at the completion of the entire job, whichever is the desire of the Contractor. Invoices must show the unit type, per unit cost and total units built. VDACS shall withhold a 5% retainage of the invoice amount(s) until completion of all punchlist items has occurred.

Invoices must be submitted to:

**Pat Kidd
 VDACS Facilities Management
 1100 Bank Street, 5th Floor
 Richmond, VA 23219**

VI. **PRICING SCHEDULE:**

Refer to section II for full descriptions of all unit types.

Unit Cost for Type "A"	63 units	X	\$	/each	=	\$
Unit Cost for Type "B"	2 units	X	\$	/each	=	\$
Unit Cost for Type "C"	0 units	X	\$	/each	=	\$
Unit Cost of Special	6 units	X	\$	/each	=	\$

Total : \$ _____

Vendor must provide materials list for each workstation type and unit costs for each part. Vendor must agree to honor these prices from 12 months from date of award. Each Unit Cost for each workstation type must include installation costs.

Additive Bid Item No.1: Task chairs for open area work stations only:

Task Chairs: Quantity _____
 Unit Price _____

Task Chairs will be upholstered, on a 5-prong base with casters, with an adjustable pneumatic height, and an adjustable variable back stop and have adjustable height/width arms. Finishes will be determined at time of award.

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ATTACHMENT A

CONTRACTOR DATA SHEET

To Be Completed By Bidder and returned with bid. Attach additional sheets if necessary.

1. **QUALIFICATION OF BIDDER:** The Bidder must have the capability and capacity, in all respects, to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:
_____ years _____ months
3. **MINORITY BUSINESS:** Please indicate if your firm is one of the following:

Minority owned: ____yes ____no
Women owned: ____yes ____no
Small business: ____yes ____no

This information is requested for informational purposes only.

4. **REFERENCES:** Indicate in the space provided below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person VDACS has your permission to contact.

CLIENT/ADDRESS

SERVICE DATES

**PERSON TO CONTACT
AND PHONE NUMBER**

1.

2.

3.

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ATTACHMENT B

DRAWINGS

Interested bidders must contact Pat Kidd at pat.kidd@vdacs.virginia.gov or 804.371.8331 to request a copy of the building drawings. Drawings will be available for pick-up at the July 19, 2005 pre-bid conference.

1. Typical workstations for the Finance Building, Dwg. Nos. 1-8, dated June 6, 2005.
2. New Systems Furniture Plans, F-1 through F-5, dated June 6, 2005.

Acknowledge receipt of these drawings by signing below:

Signature: _____

Printed Name: _____

Company: _____

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